

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Donald DiPetrillo, Fire Chief
(954) 797-1213
Prepared by: Raquel B. Gray, Administrative Aide

SUBJECT: Resolution

AFFECTED DISTRICT: Town wide

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN ADMINISTRATOR OR DESIGNEE TO EXECUTE AN AGREEMENT FOR EMERGENCY MEDICAL SERVICES INTERNSHIP PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE

REPORT IN BRIEF: This resolution authorizes the Town Administrator or designee to execute an agreement with Broward Community College to provide training facilities for its EMT's and Paramedics. The Town's attorney reviewed the agreement and recommended some revisions which Broward Community College corrected and modified. Agreement will provide opportunities for Town of Davie employees to receiving training and skills at their place of employment.

PREVIOUS ACTIONS: N/A

CONCURRENCES: N/A

FISCAL IMPACT:

Has request been budgeted? N/A

If yes, expected cost:

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S): Motion to approve resolution

Attachment(s):

Resolution

Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN ADMINISTRATOR OR DESIGNEE TO EXECUTE AN AGREEMENT FOR EMERGENCY MEDICAL SERVICES INTERNSHIP PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town provides emergency medical services for its residents; and

WHEREAS, Broward Community College is an accredited not-for-profit educational institution, in Broward County; and

WHEREAS, Broward Community College trains future Emergency Medical Technicians (EMTs) and Paramedics (Paramedics); and

WHEREAS, Broward Community College is in need of training facilities for its future EMTs and Paramedics; and

WHEREAS, the Town can provide the training facilities it needs; and

WHEREAS, it is in the Town's best interest to provide such service; and

WHEREAS, the Town's employees can benefit from such facilities;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Town Administrator or designee to execute an agreement for Emergency Medical Services Internship Program, a copy of which is attached hereto as Exhibit "A".

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2003.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2003.

EXHIBIT "A"

BROWARD COMMUNITY COLLEGE And The TOWN OF DAVIE FIRE RESCUE DEPARTMENT

AGREEMENT FOR EMERGENCY MEDICAL SERVICES INTERNSHIP PROGRAM

This is an agreement between Broward Community College (hereafter referred to as "BCC") an accredited not-for-profit post secondary educational institution, in Broward County, State of Florida, and the Town of Davie Fire Rescue Department (hereafter referred to as "DAVIE") providing emergency medical services in the County of Broward, State of Florida.

WHEREAS, "DAVIE" agrees to collaborate in the education and training of students in the Emergency Medical Technician (EMT) and the Emergency Medical Paramedic Program (EMT-P) of "BCC".

WHEREAS, "DAVIE" acknowledges the value of this collaboration and agrees to provide optimum facilities, resources and expertise at their disposal for the comprehensive education of the student and,

WHEREAS, this agreement will benefit both parties by providing trained EMT and Paramedics.

NOW, THEREFORE, it is hereby agreed by the parties as follows:

1. RESPONSIBILITIES OF "BCC"

- a. To coordinate clinical rotations in advance with the Chief of Fire Rescue or his designee. These rotations will be selected in accordance with the specific learning required and opportunities accessible.
- b. To accept administrative responsibility for the EMT and Paramedic programs and provide didactic and performance based instruction as required.
- c. To ensure the quality of course content in accordance with existing accreditation standards.
- d. To acknowledge and utilize designated "DAVIE" personnel for administrative matters.
- e. To comply with all existing "DAVIE" operational policies and procedures. (Attachment: Policies & Procedures).

1 RESPONSIBILITIES OF "BCC" Cont./...

- f. To require each student to secure Professional Liability Insurance coverage, of \$1,000,000.00/\$3,000,000.00.
- g. To require each student to be covered with Accident and Medical Insurance, (Currently, provided by the Florida Community Colleges Risk Management Consortium for registered students).
- h. To require "BCC" to secure at its expense, General Comprehensive Insurance including Bodily Injury Liability and Property Damage Liability, the limits of which must be acceptable to "DAVIE".

"BCC" shall be responsible for compliance with all State and County Laws, Rules and Regulations pertaining to EMS training and education, including but not limited to responsibility to provide all of "BCC's" EMT, EMT-P students and faculty with infectious disease information and the Broward County Recommended Guidelines for Occupational Exposures to Infectious Diseases and related protocols.

"BCC" shall be responsible for the maintenance of all faculty and EMT and EMT-P student records as required by Laws, Rules and Regulations. "BCC" confirms that all of its EMT and EMT-P students; (a) have a Diphtheria Tetanus Toxide Booster within the last ten years, (b) can verify either immunity or lack of immunity to, varicella, measles, mumps, and rubella through a titer, or documented positive history of chicken pox, measles, mumps, and rubella, (c) undergo annual screening for tuberculosis.

- k. To the extent permitted by the Florida Constitution, and State Statutes. "BCC" shall and does hereby agree to defend, indemnify and hold harmless the Town of Davie, its administrator, elected officials, officers, agents and employees from any and all claims, demands, liabilities, damages and expenses for injuries to any person (whether employees of the Town of Davie, third parties or students, or representatives of "BCC") or damage to any property, to have been caused directly or indirectly by the negligence of, or as a result of the performance of duties by "BCC", its officers, agents, servants, students or employees under this Agreement. Nothing contained herein is to be deemed as a waiver by any party hereto of any defense of sovereign immunity, or to increase the limits of its liability by entering into this agreement, nor increase or otherwise waive the limits of liability to third party claimants established by §748.28,F.S.

1. RESPONSIBILITIES OF "BCC" Cont./...

1. "BCC" shall provide the "DAVIE" with thirty (30) days written notice prior to cancellation, non-renewals, revocations, or material change of any policy of insurance. Should "BCC" fail to maintain any policy of insurance enumerated under this agreement or after written notice of cancellation, revocation, or renewal or material any policy of insurance enumerated under this agreement or after written notice of cancellation, revocation, or renewal or material change to any existing policy, fail to replace same under like terms within seven (7) days written notice demanding same by the "DAVIE", said cancellation, revocation, non-renewal material change of any policy of insurance contained hereunder shall be deemed a material breach by the "BCC" and "DAVIE" shall have the right to terminate this agreement at once.

2. RESPONSIBILITIES OF "DAVIE"

- a. Provide the clinical facilities necessary for EMT and/or EMT-P students to obtain experience with patients representing a broad range of out-of-hospital medical care problems.
- b. "DAVIE" agrees to provide information and training to "BCC"'s EMT and/or EMT-P students and faculty on any "DAVIE" policies and procedures and related to the regulations.
- c. "DAVIE" will provide EMT and/or EMT-P students with opportunities for observations and participation in patient evaluation, treatment and transportation in the out-of-hospital environment.
- d. "DAVIE" will provide out-of-hospital clinical supervision of EMT and/or EMT-P students and complete student evaluation forms.
- e. Communicate pertinent information related to the EMT and/or EMT-P student clinical performance to the appropriate personnel of "BCC".

3. AGREEMENT TERMS

This agreement shall be in effect for one (1) year from the date of execution by all parties. Thereafter, this agreement shall be automatically renewed for three (3) additional, one (1) year terms, unless either party notifies the other in writing of its intent not to renew, thirty (30) days prior to the yearly anniversary date. However, either party may terminate this Agreement upon thirty (30) day written notice, with or without cause.

This document incorporates and includes all prior negotiations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

Neither "DAVIE" nor "BCC" intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal propriety herewith.

In WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

ATTEST: Town of Davie Fire Rescue Department

By: _____

Date: _____

ATTEST: Broward Community College

By: _____

Date: _____